

1 UNITED STATES BANKRUPTCY COURT  
2 EASTERN DISTRICT OF NEW YORK  
3 -----X  
4 In Re the Matter of: : 8-22-72698-ast  
5 :  
6 BLUE DIAMOND AIR :  
7 SYSTEMS, INC., : October 26, 2022  
8 Debtor. : Central Islip, NY 11722  
9 -----X

10 BEFORE THE HONORABLE ALAN S. TRUST  
11 UNITED STATES BANKRUPTCY JUDGE  
12

13 APPEARANCES:

14 For the U.S. Trustee: CHRISTINE BLACK, ASSISTANT US TRUSTEE  
15 BY: SAM YEE, ESQUIRE  
16 560 Federal Plaza, Suite 560  
17 Long Island Federal Courthouse  
18 Central Islip, NY 11722

19 For the Debtor: KIRBY AISNER & CURLEY  
20 BY: DAWN KIRBY, ESQUIRE  
21 700 Post Road #237  
22 Scarsdale, NY 10583

23 For the Creditor,  
24 Sound Refrigeration: RIVKIN RADLER LLP  
25 BY: MATTHEW SPERO, ESQ.  
926 RXR Plaza, West Tower  
Uniondale, NY 11556

For the Creditor,  
Dime Savings Bank: WINDELS MARX LANE & MITTENDORF  
BY: ROBERT MALATAK, ESQ.  
156 West 56th Street  
New York, NY 10019

For the Creditor,  
Local 28 Union  
Funds & Plans: COLLERAN O'HARA & MILLS LLP  
BY: THOMAS P. KEANE, ESQ.  
100 Crossways Park Dr. W #200  
Woodbury, NY 11797

For the Creditor,  
Sheetmetal Workers  
National Pension Fund: JENNIFER CLARKE, ESQ.

1 APPEARANCES CONT'D:

2 For the Creditor, COHEN, WEISS & SIMON LLP  
3 Local 28 & Sheetmetal BY: RICHARD M. SELTZER, ESQ.  
4 Workers: EYAD ASAD, ESQ.  
900 3rd Ave., #2100  
New York, NY 10022

5 For the Creditor, JOSEPH PETRULLO, ESQ.  
6 Independent GEORGIA REED, ESQ.  
7 Sheetmetal:

8 For the Creditor, ALONGI & ASSOCIATES, LLC  
9 1st Indemnity of BY: PAUL ALONGI, ESQ.  
America Insurance 265 Post Ave. #270  
Company: Westbury, NY 11590

10 For the Creditor, (Inaudible)  
11 Southern Tier Custom  
Fabricators:

12 For the Department (Inaudible)  
13 of Taxation:

14 For the Creditor,: TOGUT, SEGAL & SEGAL LLP  
15 Tag Refrigeration: BY: KYLE ORTIZ, ESQ.  
One Penn Plaza, Suite 3335  
New York, NY 10119

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22 Court Transcriber: ADL Transcription Services, Inc.  
23 24 Crossway Drive  
Deer Park, New York 11729

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25 Transcript produced by transcription service.

1 P R O C E E D I N G

2 THE CLERK: Case No. 22-72698, Blue Diamond Air  
3 Systems, Inc.

4 THE COURT: Good morning. This is Judge Trust.  
5 We may be having a video issue. Do you all hear me okay?  
6 Can you hear me, Ms. Kirby?

7 MS. KIRBY: Yes, I can hear you fine, Your Honor.

8 THE COURT: All right, let's -- we've had some  
9 tech issues this morning. Let's just try to go ahead and  
10 proceed into the hearing.

11 I'll take appearances, please on Blue Diamond,  
12 starting with the debtor.

13 MS. KIRBY: Good morning, Your Honor. Dawn  
14 Kirby, Kirby Aisner and Curley, proposed counsel for the  
15 Chapter 11 debtor, Blue Diamond Air Systems, Inc.

16 THE COURT: We have the Office of the United  
17 States Trustee?

18 MR. YEE: Good morning, Your Honor. Sam Yee for  
19 the United States Trustee.

20 THE COURT: All right, and then I'll take  
21 appearances for other creditors.

22 MR. SPERO: Good morning, Your Honor, Matthew  
23 Spero from Rivkin Radler for Sound Refrigeration.

24 MR. MALATAK: Good morning, Your Honor, Robert  
25 Malatak, Windels Marx Lane and Mittendorf on behalf of the

1 Dime Savings Bank.

2 MR. KEANE: Good morning, Your Honor, Tom Keane  
3 from Collieran O'Hara and Mills on behalf of the Local 28  
4 Union Funds & Plans.

5 MS. CLARKE: Good morning, Your Honor, Jennifer  
6 Clarke on behalf of Sheetmetal Workers National Pension  
7 Fund.

8 MR. SELTZER: Good morning, Your Honor, Richard  
9 Seltzer of Cohen, Weiss & Simon LLP for Local 28 and  
10 Sheetmetal Workers.

11 MR. ASAD: Good morning, Your Honor, Eyad Asad  
12 from Cohen, Weiss & Simon also for the Sheetmetal Workers  
13 Local 28.

14 MR. PETRILLO: Good morning, Your Honor, Joseph  
15 Petrillo and Georgia Reed on behalf of creditor  
16 Independent Sheetmetal.

17 MR. ALONGI: Good morning, Your Honor, Paul  
18 Alongi, Alongi & Associates, LLC on behalf of First  
19 Indemnity of America Insurance Company.

20 COUNSEL: Good morning, Your Honor, Sarah  
21 [inaudible] on behalf of the Southern Tier Custom  
22 Fabricators.

23 MR. GAGAN: Good morning, Your Honor, Leo Gagan  
24 (ph.) from New York State Attorney General's Office for  
25 the Department of Taxation.

1 MR. ORTIZ: Good morning, Your Honor, Kyle Ortiz,  
2 Togut, Segal & Segal for Tag Refrigeration. I should note  
3 for Your Honor I actually have a pro hoc still pending,  
4 but I don't plan to speak today [inaudible] just  
5 monitoring.

6 THE COURT: On behalf of who, Mr. Ortiz?

7 MR. ORTIZ: On behalf of Tag Refrigeration, a  
8 creditor and contract counterparty of the debtor.

9 THE COURT: All right. Do we have anyone  
10 appearing on behalf of Cloud Fund? Anyone for Cloud  
11 Fund?

12 All right, well Ms. Kirby, you've drawn quite a  
13 crowd, but apparently without the one person that the  
14 hearing was about, so has that been resolved? Can you  
15 bring us up to speed?

16 MS. KIRBY: Yes, Your Honor. With respect to the  
17 motion that's on today's calendar, two of the three  
18 [inaudible] sent out letters to the debtors contract  
19 party, customers essentially, under the terms of their own  
20 agreement stating basically don't pay the debtor, pay me  
21 instead [inaudible] contract.

22 The two merchant banks [inaudible] alleged that  
23 they were unaware of the bankruptcy. Both of them  
24 immediately sent out retraction letters of differing  
25 degrees as to the clarity of the language.

1 But in the meantime, because all of the debtors'  
2 customers blamed the debtor, the emergency motion was  
3 filed because the debtor had [inaudible]. We were able to  
4 work out an accommodation with Mr. Spero's client, Sound  
5 Refrigeration, to fund monies to the debtor [inaudible],  
6 but for clarity, I would like to move forward on today's  
7 motion just to get an order protecting those who are still  
8 concerned or confused as to whether they can pay the  
9 debtor or does the money rightfully go to the [inaudible],  
10 and I have -- there's more language and there's more to  
11 the discussions that we've had with Mr. Spero's client,  
12 but just to answer your question for the motion that's  
13 before the Court, that's the status.

14 And I have not heard anything further from any of  
15 the [inaudible] and I did email them and did give each of  
16 them [inaudible] last week so they're well aware of  
17 today's hearing.

18 THE COURT: I just want to make sure I  
19 understand. You have not received any response from Cloud  
20 Fund?

21 MS. KIRBY: That's correct, Your Honor. Other  
22 than they did communicate with me last week to send out a  
23 retraction letter.

24 THE COURT: They did send a retraction.

25 MS. KIRBY: They did. Yes, they did the day

1 after I filed the motion.

2 THE COURT: All right, so as of the time of this  
3 hearing, the parties who sent out letters saying, "Pay me,  
4 not them," have retracted all of those letters?

5 MS. KIRBY: That's correct, Your Honor.

6 THE COURT: Okay, hang on one second.

7 So what does the --

8 MS. KIRBY: And, Your Honor, I should also  
9 clarify that my comments do not extend to a motion that's  
10 scheduled to be heard on November 16th wherein the  
11 National Pension Funds who are represented here by Ms.  
12 Clarke and Ms. [inaudible], [inaudible] the right to  
13 collect money due to the debtor on the grounds set forth  
14 in their motion but I have yet to respond to.

15 THE COURT: All right, and so the crowd we have  
16 this morning are just kind of around to see what's going  
17 on, even though it doesn't directly affect them, because  
18 we do have general status on, on November 16th at 11:30.

19 MS. KIRBY: [inaudible], Your Honor. I did want  
20 to, if we'd like to listen, give you just a general  
21 outline of where the case is right now.

22 THE COURT: Okay. There has been no -- whatever  
23 the issues are going to be with the local or national  
24 pension fund, those are on for November 16th, but as of  
25 right now, there's no directive out saying pay us not the

1 debtor.

2 MS. KIRBY: That's correct as to the [inaudible].  
3 There were letters sent pre-petition and monies collected  
4 post-petition by the National Pension Fund [inaudible] and  
5 at the last time met, I have an update, it was only  
6 \$30,000, so it's not such a big amount of money that it's  
7 having a massive affect one way or the other on the case,  
8 and it can wait to be heard on November 16th.

9 THE COURT: So, what the debtor needs today is an  
10 order that says, if you owe the debtor money, pay the  
11 debtor. Is that something --

12 MS. KIRBY: A little bit more tailored, but if  
13 you received a letter from one of the MCA companies, it's  
14 void and we will not suffer any liability under their --  
15 under those letters if you pay the debtor what's owed to  
16 the debtor.

17 THE COURT: All right, have you proposed a form  
18 of that order to the three entities that sent the letters?

19 MS. KIRBY: I have not yet. No, one of them was  
20 represented by counsel. The other two, one of which did  
21 send a letter, the other which did not send any letter,  
22 were not represented by counsel so far and no notice of  
23 appearance has been filed.

24 THE COURT: All right, the Court's only concern  
25 is going [inaudible] than what's actually in front of the



1 Court right now in issuing inadvertently some sort of  
2 advisory or declaratory opinion on matters that I don't  
3 know what may yet bubble to the surface.

4 I mean, I'm fine to enter an order that says  
5 basically, if you owe the debtor money, pay the debtor.  
6 If you received any of the following three letters, those  
7 letters are void by virtue of the automatic stay.

8 I don't want to go any broader than -- and feel  
9 free to keep sending money to the debtor. Who knows what  
10 else may happen in this case, but no matter what else you  
11 ever do for the duration of this case, your time  
12 [inaudible] pay the debtor. I'm not prepared to go that  
13 far, but I am prepared to issue an order that says, if you  
14 owe the debtor, pay the debtor, and these three particular  
15 letters are void and obviously everybody else indicates I  
16 take it is now on notice if they needed to be on notice,  
17 not to send those types of letters.

18 Will that do it?

19 MS. CLARKE: Your Honor, if I may? Jennifer  
20 Clarke with the Sheetmetal Workers National Pension Fund,  
21 and perhaps our issue can be addressed on the 16th with  
22 our motion, but our concern is that the accounts  
23 receivable that are being paid to the debtor are  
24 [inaudible] assets under Article 3-8 of the [inaudible]  
25 Law, and not property of the bankruptcy estate, and it's

1 our position that although the accounts receivable need to  
2 be segregated on a project by project basis to be  
3 [inaudible] suppliers, who performed work on that project,  
4 to the exclusion of lending institutions or day-to-day  
5 operating costs, and perhaps that can be addressed on the  
6 16th, and I believe that perhaps we go no further than  
7 just to indicate that at this time, yes, it's a pay to the  
8 debtor. I'm just concerned how they're going to be used.

9 MR. MALATAK: And, Your Honor, this is Robert  
10 Malatak on behalf of Dime Savings Bank. You know, we too  
11 have a similar concern. There's a substantial  
12 indebtedness by this debtor to the bank, and we are all  
13 for having all monies paid to the debtor, but in terms of  
14 how those monies are ultimately distributed, is for a  
15 later date and we are certainly reserving all our rights  
16 with respect to that issue.

17 THE COURT: All right, and thus the Court's  
18 reluctance to enter an order broader than what's necessary  
19 right now to restore the status quo to what it should have  
20 been at the petition date.

21 I expect we're going to have issues about  
22 [inaudible] Law claims and maybe we'll have some cash  
23 collateral claims and all the other fun stuff that tends  
24 to come along with cases of this nature, but for today's  
25 purposes, I'll enter the status quo type order that I

1 mentioned once submitted by the debtor.

2 Ms. Kirby, I'm going to have you circulate that  
3 to the proposed counsel, but I'll let you all know because  
4 I've had several construction type cases before. We're  
5 not going to spend three weeks negotiating whether the  
6 semi-colon goes before or after the apposite verb or not.

7 It's going to be a clean, short, two-page order.  
8 I'll have Ms. Kirby send it to you all, so that you can  
9 see it, but we're not going to send four pages of  
10 addendums saying, but the order doesn't do, and then we  
11 have the following stuff. You all can fight out the  
12 niceties of that after we have a hearing on notice of all  
13 the things you want to come in and fight about.

14 But for today's purposes, it's short and narrow.  
15 Pay me, don't pay anybody else, these letters are void,  
16 have a nice day, you can add pending further order of the  
17 Court, but that will take care of that. All right?

18 MS. KIRBY: Thank you, Your Honor, and I note,  
19 Ms. Clarke, Ms. Loving, Mr. Malatak, and his colleague who  
20 I've been speaking to [inaudible] Mr. Spero, I have their  
21 email addresses, and I've been communicating with them and  
22 I know that they would want to review, as well as Mr.  
23 Yang, and approve the order before I send it in?

24 If anyone else on the appearance today would like  
25 to be involved, please send me an email, because I

1 don't -- I haven't spoken to everyone, and I don't have  
2 everyone's contact information.

3 MS. KIRBY: And, Your Honor, there's one thing I  
4 want to alert everyone to that's urgent, exigent, and then  
5 also just give you a brief outline?

6 Since filing the case -- we filed the case in an  
7 emergency scenario, because Local 28 has sent a letter out  
8 saying that the men were going to be pulled off the job by  
9 the end of the day, so I literally met the client on the  
10 phone the night before, and filed the case the next day at  
11 lunchtime, so I've been doing a lot of catch up.

12 Local 28 is now [inaudible]. We will be filing a  
13 retention application for [inaudible] which is labor law  
14 counsel who's been able to [inaudible] communications with  
15 Local 28.

16 But I have learned and received loan documents  
17 [inaudible] that the debtor owes \$4 million on an FDA  
18 loan, not a Covid-related one, a regular FDA loan; 2.2  
19 million on a line of credit and has personally guaranteed  
20 a \$2.3 million mortgage of with the principal [inaudible]  
21 being the debtor's affiliate company that owns the offices  
22 and manufacturing facilities where the debtor operates.

23 With respect to the three merchant bank loans,  
24 they were all taken out very recently. LG Funding  
25 according to the documents, [inaudible] or a secured loan,

1 they purchased \$590,000 or they paid \$590,000 in exchange  
2 for receipts of \$840,000 of future receivables.

3 Cloud Fund, similar paperwork paid approximately  
4 \$1 million in exchange for \$1.5 million of future  
5 receivables, and Green Note paid \$500,000 for \$750,000 of  
6 future receivables.

7 Of course, as we were speaking about [inaudible]  
8 claims, they're not necessarily receivables that belong to  
9 the debtor that the debtor could sell. It's another layer  
10 of complexity to this case that I'm sure will be looking  
11 at.

12 The debtor also bought out three of its  
13 shareholders since 2020 for \$4.4 million, so another issue  
14 in the case. Their general unsecured claims in addition  
15 to the personal guarantee on the mortgage that I mentioned  
16 of \$1.5 to \$2 million we're just working on finalizing the  
17 schedules now. I expect they'll be filed [inaudible].

18 The most exigent situation is that the debtor's  
19 insurance is a year to year insurance renewal. It's up  
20 for renewal on November 1st. Next week, and the financing  
21 company is going to require 200,000 down payment and I  
22 would obviously have to make a motion to approve the  
23 financing of the insurance payable.

24 The debtor, at this point, does not have the  
25 \$200,000 to pay the insurance down payment. We're working

1 on a couple of possibilities, but that may bring  
2 [inaudible] to the debtor's operations, and likewise the  
3 bond, and Mr. Alongi is on the line here, he represents  
4 the bonding company, it's [inaudible] on November 1st, and  
5 something that the debtor is also working on funds to get  
6 approval for the renewal of the bond.

7 You have to have a bond to be a Local 28 member,  
8 so that is also essential to the debtor's business, and in  
9 and of itself could stop this case in its tracks next  
10 week.

11 THE COURT: All right, so --

12 MR. KIRBY: [inaudible] the bad and the ugly.

13 THE COURT: So there's -- again, this is not the  
14 general status, initial case status hearing, so you all  
15 don't feel compelled to now add well, but you also ought  
16 to know, Judge, because this is all kind of interesting.  
17 The only -- but not relevant for today.

18 The only thing that I heard that's relevant for  
19 today is the debtor may docket a letter on Tuesday saying,  
20 yeah, we're not operating anymore. If there's going to be  
21 an emergency premium finance motion which is not on for  
22 today, I think you all know, today is October 26th.

23 November 1st, as you said is Tuesday. That  
24 doesn't leave a whole lot of school days between now and  
25 when the debtor may run out of insurance, so if anything

1 is going to be happening on an emergency to authorize  
2 insurance premium financing, the window to get in between  
3 now and Tuesday is pretty small.

4 What I didn't hear were the optimistic words from  
5 Ms. Kirby, and we're working on an insurance premium  
6 financing or one of these fine clients represented by the  
7 lawyers on the video screen today is begging us to take  
8 \$200,000 from them, so that we can keep operating.

9 So those have appeared before me, before know I  
10 have an emergency protocol. It's what Ms. Kirby filed to  
11 trigger today's hearing, but I'm expecting not to find in  
12 my trick-or-treat basket on Monday an emergency motion  
13 requiring the hearing on Tuesday.

14 So if the debtor's going to get something done,  
15 you know, please give us and everybody else an advance  
16 heads up on that, if we need to get you in on Tuesday. All  
17 of the other stuff will have a fuller initial case status  
18 conference on November 16th, and I say fuller, it being  
19 aware that it may include, yeah, we're not operating  
20 anymore, so here's our other path.

21 One question then I'll end the hearing on with  
22 Ms. Kirby is, is there any contemplation of the case  
23 converting to a Sub-5?

24 The schedules that were filed indicated that the  
25 debtor basically has not debt and the petition, which I

1 assume is going to be part of what's being amended, is  
2 this a potential Sub-5 case?

3 MS. KIRBY: I'm not sure, Your Honor. I'm not  
4 sure if it's going to go that way. Really, it's going to  
5 have to get past November 1st for us to consider that. I  
6 do know that in a Subchapter 5 there are, I believe,  
7 there's ability of creditors to seek to have their debts  
8 not dischargeable, which I think many of the creditors  
9 here would do, so I'm not sure that a Subchapter 5 makes  
10 sense for this debtor, if it lives past November 1st.

11 THE COURT: All right, so I'll look for the order  
12 then from today. As soon as we get that, we'll get that  
13 processed and out and then we'll see you November 16th or  
14 I'll see you November 16th. I don't know if you'll see  
15 me. I hope to get the camera fixed by then, but we'll  
16 otherwise look for the order from today and we'll be  
17 adjourned on Blue Diamond Air. We're going to keep the  
18 Zoom room open for our 11:00 matter.

19 MS. KIRBY: Thank you very much, Your Honor.

20 THE COURT: Thank you. Thank you, all.

21 ALL: Thank you, Your Honor.

22 \* \* \* \* \*

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\* \* \* \* \*

I, Lisa Previti, certify that the foregoing is  
a true and accurate transcript from an electronic sound  
recording of the proceedings in the above-entitled matter.

Lisa Previti:

*Lisa Previti*

Date: October 28, 2022

ADL TRANSCRIPTION SERVICES, INC.  
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Deer Park, New York 11729  
(631) 277-7900

## &lt; Dates &gt;

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